

No. 7357/7-L.—Whereas the Governor of Haryana is satisfied that the land specified below is needed urgently by the Government at public expense namely, for the construction of cross tubewell underground Pipeline from R.D. 0 to tail R.D. 1,613 feet outfalling into Augmentation Canal at R.D. 32.150 kilometer Left in Village Badapur, Tehsil Karnal, District Karnal, for which notification has been issued under sub-section (4) of section 17 read with clause (c) of sub-section (2) of section 17, of the said Act and published,—*vide* Haryana Government Notification No. 7370/7-L, dated 6th June, 1973, in Haryana Government Notification Part I, it is hereby declared that the land described in the specifications below is required urgently for the above purpose.

This declaration is made under the provisions of section 6 of Land Acquisition Act, 1894, for the information of all to whom it may concern.

The plans of the land may be inspected in the offices of the Land Acquisition Collector, Public Works Department, Irrigation and Power, Ambala City and the Executive Engineer, Augmentation Canal Division No. VIII, Yamuna Nagar.

SPECIFICATIONS

| District | Tehsil | Village | Area in acres | Boundary |
|-----------|--------|----------------|---------------|--|
| 1. Karnal | Karnal | Badapur | 0.41 | A strip of land measuring 1,613 feet in length and 11.00 feet in width generally lying in the direction of East to West as shown on the Index Plan and as demarcated at site and falling in the following field numbers :— |
| | | <i>Village</i> | | <i>Field Numbers</i> |
| | | Badapur | | 11/19, 11/18, 23, 11/17, 11/24, 11/25, 21, 22, 12/23 |

No. 7358/7-L.—Whereas the Governor of Haryana is satisfied that the land specified below is needed urgently by the Government at public expense, namely, for the construction of cross tubewell underground Pipeline from R.D. 0 to tail R.D. 4,152.5 feet outfalling into Augmentation Canal at R.D. 34.965 kilometer left in village Bayana Jagir, Tehsil Karnal, District Karnal, for which a notification has been issued under sub-section (4) of section 17, read with clause (c) of sub-section (2) of section 17, of the said Act, and published,—*vide* Haryana Government Gazette, Notification No. 7,331/7-L, dated the 6th June, 1973, in Haryana Government Gazette, Part I, it is hereby declared that the land described in the specification below is required urgently for the above purposes.

This declaration is made under the provisions of section 6 of Land Acquisition Act, 1894, for the information of all to whom it may concern.

The plans of the land may be inspected in the offices of the Land Acquisition Collector, Public Works Department, Irrigation and Power, Ambala City and the Executive Engineer, Augmentation Canal Division Number VIII, Yamuna Nagar.

SPECIFICATIONS

| District | Tehsil | Village | Area in acres | Boundary |
|-----------|--------|----------------|---------------|---|
| 1. Karnal | Karnal | Bayana Jagir | 1.02 | A strip of land measuring 4,152.5 feet in length and 11.0 feet in width generally lying in the direction of South-East to North-West as shown on the index plan and as demarcated at site and falling in the following field numbers :— |
| | | <i>Village</i> | | <i>Field Numbers</i> |
| | | Bayana Jagir | | 8, 13/2, 14, 17/1, 16, 40/25/2, 41/2, 198, 8/1, 8/2, 7/2, 14/2, 15, 57/16/1, 20/2, 56/21/2, 2/1, 3, 8/1, 7/1, 7/2, 14/2, 71/15, 72/11, 72/12/1, 2/8, 72/12/2. |

No. 7359/7-L.—Whereas the Governor of Haryana is satisfied that the land specified below is needed urgently by the Government at public expense, namely, for the construction of cross Tubewell under ground pipeline from R.D. 0 to Tail R.D. 1,375.25 feet outfalling into Augmentation Canal at R.D. 32.355 kilometer, Right in village Islam Nagar, Tehsil Karnal, District Karnal, for which a notification has been issued under sub-section (4) of section 17, read with clause (c) of sub-section (2) of section 17, of the said Act, and published,—*vide* Haryana Government Notification No. 7332/7-L, dated 6th June, 1973, in Haryana Government Gazette, Part I, it is hereby declared that the land described in the specification below is required urgently for the above purpose.

This declaration is made under the provisions of section 6 of Land Acquisition Act, 1894, for the information of all to whom it may concern.

The plans of the land may be inspected in the offices of the Land Acquisition Collector, Public Works Department, Irrigation and Power, Ambala City and the Executive Engineer, Augmentation Canal Division Number VIII, Yamuna Nagar.

SPECIFICATIONS

| District | Tehsil | Village | Area in acres | Boundary |
|----------|--------|----------------|---------------|---|
| Karnal | Karnal | Islam Nagar | 0.32 | A strip of land measuring 1,375.25 feet in length and 11 feet in width generally lying in the direction of North-West to East-South as shown on the Index plan and as demarcated at site and falling in the following field numbers:— |
| | | <i>Village</i> | | <i>Field Numbers</i> |
| | | Islam Nagar | .. | 37/1, 30/25, 30/17, 30/13, 30/12, 30/7, 30/10 |

No. 7360/7-L.—Whereas the Governor of Haryana is satisfied that the land specified below is needed urgently by the Government, at public expense, namely, for the construction of cross Tubewell underground pipeline from R.D. 0 to Tail R.D. 904 feet out-falling into Augmentation Canal at R.D. 31.555 Kilometre Right in village Islam Nagar, tehsil Karnal, district Karnal, for which a notification has been issued under sub-section (4) of section 17, read with clause (c) of sub-section (2) of section 17 of the said Act and published, *vide* Haryana Government Notification No. 7333/SE/Aug-1/7-L. dated 6th June, 1973, in *Haryana Government Gazette*, Part I. It is hereby declared that the land described in the specification below is required urgently for the above purpose.

This declaration is made under the provisions of section 6 of the Land Acquisition Act, 1894, for the information of all to whom it may concern.

The plans of the land may be inspected in the offices of the Land Acquisition Collector, Public Works Department, Irrigation and Power, Ambala City, and the Executive Engineer, Augmentation Canal Division No. VIII, Yamuna Nagar.

SPECIFICATIONS

| District | Tehsil | Village | Area in acres | Boundary |
|-----------|--------|----------------|---------------|--|
| 1. Karnal | Karnal | Islam Nagar | 0.23 | A strip of land measuring 904 feet in length and 11.0 feet in width generally lying in the direction of West to East as shown on the Index Plan and as demarcated at site and falling in the following field Numbers.— |
| | | <i>Village</i> | | <i>Field Numbers</i> |
| | | Islam Nagar | .. | 16/18, 16/19, 16/20, 17/16, 17/15, 17/14 |

R. N. PANDIT,
Superintending Engineer,
Augmentation Canal Circle Number I,
Model Town, Ambala.

LABOUR DEPARTMENT

The 15th June, 1973

No. 6156 4Lab-73/22819.—In pursuance of the provisions of Section 17 of the Industrial Disputes Act, 1947 (Act No. XIV of 1947), the Governor of Haryana is pleased to publish the following award of the Presiding Officer, Labour Court, Haryana, Rohtak in respect of the dispute between the workmen and management of M/s. Paul Industries (India), Mathura Road, Faridabad.

BEFORE SHRI O.P. SHARMA, PRESIDING OFFICER, LABOUR COURT, HARYANA, ROHTAK

Reference No. 235 of 1971
between

Shri Gurdial Singh Sharma and the management of M/s Paul Industries (India), Mathura Road, Faridabad.

Present:— Shri Roshan Lal Sharma, for the workman.
Shri S. L. Gupta, for the management.

AWARD

The material facts leading to this reference under clause (c) of sub-section (i) of section 10 of the Industrial Disputes Act, 1947 may be stated as under.

Shri Gurdial Singh Sharma Havildar Mazdoor (Retired) was appointed as Security Havildar by the management of M/s Paul Industries (India), Mathura Road, Faridabad at Rs. 125/P.M. on probation for three months, *vide* order dated April, 25, 1969 copy Ex. W.1 on record. He was confirmed after the expiry of the probation period and his salary was raised to Rs 140 P.M. as per the terms of the original letter of appointment referred to above. He discharged his duties satisfactorily and certificate of good work and conduct was

given to him by the management on 29th March, 1971 which is Ex. W.3. On June 8, 1971, however, the management served him with the notice Ex. W.2 that the post of the Security Havildar had been abolished as being superfluous and he could be retained only as a Watchman provided he gave his consent in writing within 24 hours. He had asked for 3 days time for this purpose. The management issued him another letter on June 11, 1971 Ex. M.W. 1/3 on record asking him to report for duty as a Watchman within 24 hours and as he did not give his consent his services stood terminated w.e.f. 12th June, 1971 and he was asked to collect his dues.

Feeling aggrieved Shri Gurdial Singh Sharma raised a demand for his reinstatement contending that he had joined service as Security Havildar and there was no justification for demoting him to the post of a Watchman and he should, therefore, be reinstated as Security Havildar, but there was no satisfactory response from the management. The matter was then taken up for conciliation which also ended in failure. On receipt of the failure report from the Conciliation Officer, the Governor of Haryana referred the above dispute for adjudication to this court,—vide order No. 1D/FD/444-A-7/34388-93 dated 23-11-1971, with the following term of reference :—

"Whether the termination of services of Shri Gurdial Singh Sharma was justified and in order? If not, to what relief is he entitled?"

Usual notices were given to the parties and they put in their respective written statements. The management contested the claim of Shri Gurdial Singh Sharma on merits and further pleaded that the General Engineering Workers Union, Faridabad, had no *locus standi* to raise the present dispute.

From the pleadings of the parties the following issues arose for determination in the case:—

1. Whether the General Engineering Workers Union has no *locus standi*?
2. Whether the job of a Security Havildar became superfluous and was abolished?
3. If so, to what relief is the applicant entitled?
4. If issue No. 1 is found in favour of the workman whether the termination of services of Shri Gurdial Singh Sharma was justified and in order? If not, to what relief is he entitled?

The management has examined one witness Shri K.B. Singh, Factory Manager M.W.1 who has proved the appointment letter in respect of this workman Ex. M.W. 1/1, letter from the workman showing his unwillingness to work as Watchman Ex. M.W. 1/2, the letter of the termination of his services Ex. M.W. 1/3, the letter asking him to collect his dues Ex. M.W. 1/4, money order coupon Ex. M.W. 1/5 by which the amount due to the workman was remitted but refused by him and copy of the statement made on behalf of the management in the conciliation proceedings Ex. M.W. 1/6.

On the other hand, the workman has made his own statement and proved some documents Ex. W.1, W.2 and W.3 which have already been referred to above. He has further stated that during this period he has not been gainfully employed anywhere else. In cross-examination he has stated that he had agreed to perform the duties of Watchman in case his designation and emoluments were not changed and he was still prepared to stand by this offer.

The case has been fully argued on both sides and I have given a careful consideration to the facts on record.

The demand notice leading to the present reference was given by the General Engineering Mazdoor Union (Regd), Faridabad and it has not been shown as to how the said union was not competent to raise the dispute on behalf of this workman. The dispute could be raised by the workman by virtue of section 2-A of the Industrial Disputes Act, 1947 even if the other workers in the establishment had not espoused the dispute. Issue No. 1 is, therefore, decided against the management.

Issues Nos. 2, 3 and 4 are more or less inter-connected and may safely be taken up together as already pointed out that the concerned workman was Havildar Mazor (Retired before he joined service with the present management as Security Havildar on probation at Rs. 125 P.M. After the expiry of the probation period he was confirmed as such and his emoluments were raised to Rs 140 P.M. in terms of the letter of his appointment. He discharged his duties most faithfully and to the entire satisfaction of the management as per the certificate of good conduct Ex. W.3 on record. The question which is of vital importance and arises for consideration in the case is whether in spite of all that has been stated above, the management was justified in terminating his services. In the ordinary course of events he would have been entitled to continue in service till he attained the age of superannuation. His services could no doubt be terminated earlier also for misconduct or any other valid reason. The plea raised on behalf of the management is that the post of the Security Havildar had become superfluous and his services had, therefore, to be dispensed with as a surplus hand. This has been disputed by the workman. The burden was naturally upon the management to justify the impugned action taken against him. But no sufficient and satisfactory material has been brought on record to discharge this burden. The factory is still in existence and is functioning as before. From the statement made on behalf of the management in the conciliation proceedings it would appear that the management had made the offer to retain him as a Watchman. There was apparently going to be no difference in the emoluments of the workman. It was a confirmed hand and his work and conduct was also satisfactory. It was, therefore, not within the competence of the management to reduce his rank or emoluments. He had no doubt not agreed to accept this offer in the beginning but taking into consideration his past military record and most satisfactory work in the present establishment, I think his insistence on being designated as Security Havildar could not be held to be altogether unjustified. It was a question of prestige and status for him without any difference of emoluments and that being so, the management would have been well advised to concede this request of the workman. It has not been shown that as Security Havildar he was entitled to any extra benefit, monetary or otherwise. In the present proceedings also in his cross-examination by the management he has stated that he still stood by the above offer and was prepared to perform the duties of a Watchman. I am at a loss to understand how the interests of the management would have suffered if the services of this honest and faithful worker had been retained with his designation as Security Havildar when he was prepared to discharge all the duties of a Watchman.

For the reasons aforesaid, I am quite clear in my mind that the claim of the workman for reinstatement as Security Havildar is very well founded and the learned representative of the management has not been able to satisfy me to the contrary. Issues Nos. 2, 3 and 4 are, therefore, decided against the management and in favour of the workman and the impugned order of the termination of his services is held to be not justified and in order and, in the result, he is entitled to reinstatement with continuity of his previous service and full back wages especially when the management has led no evidence to rebut his statement that he has not been gainfully employed anywhere during the intervening period of his forced unemployment. His designation on reinstatement shall be as Security Havildar as before but he shall also perform all the duties of a Watchman in the factory. The award is made accordingly but there shall be no order as to costs.

Dated the 5th June, 1973,

O.P. SHARMA,
Presiding Officer,
Labour Court, Haryana,
Rohtak.